

PROVO ABSTRACT COMPANY, INC.  
 105 EAST 300 SOUTH  
 PROVO, UT 84606  
 (801) 373-7570

ALTA Buyer's Settlement Statement

<b>File #:</b>	43701	<b>Property</b>	APPROX: 71 SOUTH HIGHLAND DRIVE Santaquin, UT 84655	<b>Settlement Date</b>	09/13/2022
<b>Prepared:</b>	09/12/2022			<b>Disbursement Date</b>	09/14/2022
<b>Escrow Officer:</b>	Michael A Crandall	<b>Buyer</b>	SANTAQUIN CITY CORPORATION 275 West Main Street Santaquin, UT 84655		
		<b>Seller</b>	BIG FOOT HOLDINGS UTAH, LLC 55 Highland Drive Santaquin, UT 84655		
		<b>Lender</b>			

Description	Buyer	
	Debit	Credit
<b>Primary Charges &amp; Credits</b>		
Sales Price of Property	\$1,670,000.00	
MAG Funding Amount		\$1,670,585.00
Earnest Money Deposit received by Title Co.		\$10,000.00
Earnest Money to be returned to Santaquin City at closing	\$10,000.00	
<b>Loan Charges</b>		
Appraisal Fee reimbursement to SANTAQUIN CITY CORPORATION	\$385.00	
<b>Title Charges</b>		
Title - Settlement Fee to Provo Abstract Company, Inc	\$185.00	
Title - Wire Fee to PROVO ABSTRACT COMPANY, INC.	\$15.00	
	<b>Debit</b>	<b>Credit</b>
<b>Subtotals</b>	<b>\$1,680,585.00</b>	<b>\$1,680,585.00</b>
Due from Buyer		\$0.00
<b>Totals</b>	<b>\$1,680,585.00</b>	<b>\$1,680,585.00</b>

See signature addendum

# Signature Addendum

## Acknowledgement

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement.

We/I authorize PROVO ABSTRACT COMPANY, INC. to cause the funds to be disbursed in accordance with this statement.

SANTAQUIN CITY CORPORATION

By:  <sup>DMO</sup>  
DANIEL M. OLSON, Mayor Date 8/13/22

 Date 9/13/2022

Attest Camille Mozgat 9/13/2022

## General Conditions of Escrow

Except as specifically modified by written instructions executed by all parties and accepted by Escrow Agent, these General Conditions of Escrow shall apply to this escrow, and the property or funds received hereunder.

1. Escrow Agent: Provo Abstract Company, Inc., is herein referred to as Escrow Agent.

2. Deposits: All checks, money orders or drafts will be processed for collection in the normal course of business. Escrow Agent may co-mingle funds received by it in escrow with escrow funds of others, and may, without limitation deposit such funds in its custodial or escrow accounts with any federally insured trust account or in some other account, approved by the insurance commissioner by rule or order, providing safety comparable to federally insured trust accounts. It is understood that Escrow agent shall be under no obligation to invest the funds deposited with it on behalf of any depositor, nor shall it be accountable for any earnings or incidental benefit attributable to funds which may be received by Escrow Agent while it holds such funds.

3. Limitations of Liability: Without limitation, Escrow Agent shall not be liable for any loss or damage resulting from the following:

- A) The financial status or insolvency of any other party, or any misrepresentation made by any other party.
- B) Any legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by or to Escrow Agent or exchanged by the parties hereunder, whether or not Escrow Agent prepared such instrument.
- C) The default, error, action or omission of any party to the escrow.
- D) Any loss or impairment of funds that have been deposited in escrow while those funds are in the course of collection or while funds are on deposit in a financial institution, if such loss or impairment results from the failure, insolvency or suspension of a financial institution, or any loss impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument delivered to the Escrow Agent.
- E) The expiration of any time or other consequence of delay, unless a properly executed settlement instruction, accepted by Escrow Agent, has instructed the Escrow Agent to comply with said time limit.
- F) Escrow Agent's compliance with any legal process, subpoena, writ, order, judgment or decree of any court, whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

4. Upon completion of the disbursement of the funds and delivery of instruments, if any, Escrow Agent shall be automatically released and discharged of its escrow obligations hereunder.

5. These conditions of escrow shall apply to and be for the benefit of agents of the Escrow Agent employed by it for services in connection with this escrow, as well as for the benefit of Escrow Agent.

6. Attorney's Fees: In the event that litigation is initiated relating to this escrow, the parties hereto agree that Escrow Agent shall be held harmless from any attorneys fees, court costs and expenses relating to that litigation to the extent that litigation does not arise as a result of the Escrow Agent's fault. To the extent that Escrow Agent holds funds under the terms of this escrow, the parties hereto, other than Escrow Agent, agree that the Escrow Agent may charge those funds with any such attorney's fees, court costs and expenses as they are incurred by Escrow Agent. In the event that conflicting demands are made on Escrow Agent, or Escrow Agent, in good faith, believes that any demands with regard to the funds are in conflict or are unclear or ambiguous, Escrow Agent may bring an interpleader action in an appropriate court. Such action shall not be deemed to be the fault of Escrow Agent, and Escrow Agent may lay claim to or against the funds for its reasonable costs and attorney's fees in connection with same, through final appellate review. To that end, the costs, if Escrow Agent has to sue to enforce the terms of this or any other agreement signed by BUYER(S) or SELLER(S), or to collect funds that should be paid by BUYER(S) or SELLER(S), Escrow Agent shall be entitled to an award to costs and attorney's fees.

7. Escrow Agent shall not be liable for the acts or omissions of others, including but not limited to incorrect payoff figures provided by others. If any incorrect information is received by Escrow Agent from another source, Escrow agent shall be reimbursed and indemnified from any loss incurred by the party that benefits therefrom.

SANTAQUIN CITY CORPORATION

By: 

DANIEL M. OLSON, Mayor

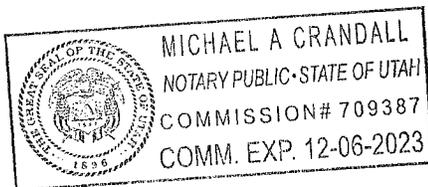
STATE OF UTAH  
COUNTY OF UTAH

attest: 

On this 8<sup>th</sup> day of September, 2022, before me Michael A. Crandall, a notary public, personally appeared DANIEL M. OLSON, Mayor of SANTAQUIN CITY CORPORATION, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged he/she/they executed the same.

Witness my hand and official seal

  
Notary Public



## Buyer Escrow Closing Instructions Purchase

**1. Legal Advice Notice:**

BUYER(S) and SELLER(S) acknowledges that The Escrow Agent and Provo Abstract Company, Inc., pursuant to instructions from BUYER(S) and SELLER(S) or THEIR AGENTS (LENDER) or (ALL) may have prepared and furnished certain documents in connection with the purchase and sale, or mortgage (Trust Deed) of said property. Included but not limited to, Deeds, Escrow Instructions, Contracts of Sale, Bills of Sale, Security Agreements and Deeds of Trusts or Mortgage Contracts, in connection with this transaction and that BUYER(S) and SELLERS(S) is hereby advised by the Escrow Agent of the advisability of seeking legal and tax counsel in connection with this transaction and the documentation prepared by The Escrow Agent and Provo Abstract Company, Inc.

**2. Tax Proration Disclaimer:**

The undersigned BUYER(S) and SELLER(S) do hereby understand and agree that the proration for general property taxes were calculated based on taxes for the year 2022 or estimates of the current year, in the amount of \$10,120.37 Accordingly, the BUYER(S) and SELLER(S) do hereby hold Provo Abstract Company, Inc., harmless from any liability or damages caused by an inaccurate proration for general property taxes resulting from any variation or difference in the actual general property taxes assessed for the current year.

**3. Utilities Agreement:**

It is hereby acknowledged and understood that any and all service charges or assessments levied by all utility companies will be paid by the BUYER(S) and SELLER(S) directly. All final charges to date of closing will be paid directly to utility companies on or before said BUYER(S) takes possession. It is understood and agreed that Provo Abstract Company, Inc. shall not be liable for the failure of any one party involved here in any particular manner, disagreements, changes and/or additional agreements between parties.

**4. Rents and Deposits:**

Rents and deposits have been based upon information received from the SELLER(S) or their Agents, Provo Abstract Company, Inc. is not responsible for any discrepancies in the figures used. Rents are prorated to the projected day of recording. Should the transaction fail to record for any reason beyond the control of Provo Abstract Company, Inc. the BUYER(S) and SELLER(S) acknowledge they are responsible for any adjustments outside of closing. All Proration's and adjustments called for are to be made on the basis of a 365-day year. It is the responsibility of the BUYER(S) and SELLER(S) to pay, adjust or prorate Homeowners Association (or similar) charges, fees, or unrecorded liens unless set forth in the escrow instructions.

**5. Acknowledgment of Receipt of Title Commitment:**

The undersigned BUYER(S) do hereby acknowledge that they have received a copy of and reviewed the contents of that commitment for Title Insurance issued by Provo Abstract Company, Inc. in connection with the above referenced transaction and do hereby agree that, in addition to the Standard Exceptions, as shown as exceptions 1-6 of said commitment the following Special Exceptions, as shown on said commitment, shall remain and be shown in the policy of Title Insurance to be issued by Provo Abstract Company, Inc., subsequent to closing. Special Exceptions: 7- 23 BUYER(S) wish to take title as set forth on the Warranty Deed. Initials \_\_\_\_\_

**6. Insurance Instructions:**

The BUYER(S) or their Lender have or will obtain their own fire/homeowners insurance policy, and Provo Abstract Company, Inc. is not responsible for obtaining said insurance policy.

**7. Misrepresentation or Omission (Use of Land):**

The BUYER(S) and SELLER(S) jointly and severally agree to indemnify and hold PROVO ABSTRACT COMPANY INC. harmless by reason for any misrepresentation or omission by either party or their agents, or the failure of the parties to this escrow to comply with the rules or any regulations of any governmental agency. The BUYER(S) and SELLER(S) have satisfied themselves outside of escrow that this transaction is not in violation of any law relating to land division or otherwise, and Provo Abstract Company Inc. and their Escrow Agent are relieved of any responsibility and/or liability in connection with the same. BUYER(S) and SELLER(S) understand that is their responsibility to conform with all City and County ordinance and building codes.

**8. Recording Documents and Disbursement of Funds:**

The BUYER(S) and SELLER(S) have read and approved all documents prepared or presented in connection with the closing of this escrow, and hereby direct and instruct the Escrow Agent and Provo Abstract Company, Inc., to close and record this transaction. Upon receiving good funds, Provo Abstract Company, Inc., is instructed to disburse funds pursuant to said settlement statement approved by the undersigned, unless other instructions are given to the Escrow Agent under section 13 following.

**9. No bankruptcy or receivership:**

We the undersigned hereto and upon our oath depose and say that we have no no current proceedings in bankruptcy or receivership instituted by or against us.

**10. Buyer Closing Disclosure (CD) Receipt:**

We the undersigned, hereby acknowledges and confirms that we received and reviewed the BUYER CLOSING DISCLOSURE (CD) for review in accordance with the TRID Closing Disclosure rule on \_\_\_\_\_, being at least 3 days prior to our signing the loan closing documents. Furthermore, we give consent for our Buyer CD and Settlement Statement to be shared with the parties of this transaction, including but not limited to, the title company(s), and real estate brokers.

**11. Primary Residential Exemption:**

We hereby understand and acknowledge that we must check with the County Assessor's office to see about submitting a Residential Property Declaration (Form PT-19A) pursuant to Utah Code 59-2-103.5. We understand that if we don't we could lose our possible residential Exemption.

**12. Closing Date:**

The closing took place on September 8, 2022.

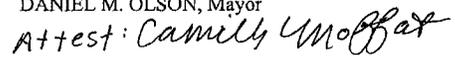
**13. Additional Instructions:**

The undersigned BUYER(S) and SELLER(S) Instruct The Escrow Agent to make the following changes, deletions as necessary to close this transaction:

SANTAQUIN CITY CORPORATION

By: 

DANIEL M. OLSON, Mayor

Attest: 

**STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents**

**WHAT DOES PROVO ABSTRACT COMPANY, INC. DO WITH YOUR PERSONAL INFORMATION?**

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Provo Abstract Company, Inc. and its affiliates ("Stewart Title Guaranty Company"), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Provo Abstract Company, Inc., need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information</b>	<b>Do we share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

<b>Sharing practices</b>	
<b>How often does Provo Abstract Company, Inc. notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How does Provo Abstract Company, Inc. protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How does Provo Abstract Company, Inc. collect my personal information?</b>	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

<b>Contact Us</b>	If you have any questions about this privacy notice, please contact us at: 801-373-7570 Provo Abstract Company, Inc., 105 East 300 South, Provo, UT 84606
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